

FORM PTO-1595 (modified)

RECORDATION FORM COVER SHEET

US DEPARTMENT OF COMMERCE  
Patent and Trademark Office

## PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Pharmacia Corporation

2. Name and address of receiving party(ies):

Name: Ayant Immunotherapeutics, Inc.

Internal Address: \_\_\_\_\_

Street Address: 119 Fourth AvenueCity: NeedhamState: Mass. ZIP: 02494-2725Country: USAAdditional name(s) & address(-es) attached? ☐ Yes ☒ NoAdditional name(s) of conveying party (-ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_Execution Date: February 19, 2003

4. Application number(s) or patent numbers:

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

US 08/785,997 filed January 21, 1997, US 09/386,591  
filed August 31, 1999, US 09/387,340 filed August 31,  
1999, and US 08/934,367 filed September 19, 1997Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
concerning the document should be mailed:Name: Leon R. YankwichInternal Address: Yankwich & AssociatesStreet Address: 201 BroadwayCity: Cambridge State: MA ZIP: 021396. Total number of applications and patents involved:  
four (4)

7. Total fee (37 CFR 3.41)....\$ 160.00

☐ Enclosed☒ Authorized to be charged to PTO deposit account

8. Deposit Account number:

50-0268

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Leon R. Yankwich

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SEP 11 2003

## PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy them of.

1. Name of conveying party(ies):

Pharmacia Corporation

2. Name and address of receiving party(ies):

Name: Avant Immunotherapeutics, Inc.

Internal Address: \_\_\_\_\_

Street Address: 119 Fourth AvenueCity: NeedhamState: Mass. ZIP: 02494-2725Country: USAAdditional name(s) & address(-es) attached? ☐ Yes ☒ NoAdditional name(s) of conveying party (-les) attached ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_Execution Date: February 19, 2003

4. Application number(s) or patent numbers:

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

US 08/785,997 filed January 21, 1997, US 09/386,591  
filed August 31, 1999, US 09/387,340 filed August 31,  
1999, and US 08/934,367 filed September 19, 1997

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
concerning the document should be mailed:Name: Leon R. YankwichInternal Address: Yankwich & AssociatesStreet Address: 201 BroadwayCity: Cambridge State: MA ZIP: 021396. Total number of applications and patents involved:  
four (4)

7. Total fee (37 CFR 3.41)....\$ 160.00

☐ Enclosed☒ Authorized to be charged to PTO deposit account

8. Deposit Account number:

50-0268

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Leon R. Yankwich

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## **EXHIBIT A**

### **ASSIGNMENT AGREEMENT**

This Assignment Agreement (the "Assignment") is entered into by and between Pharmacia Corporation ("Pharmacia") and AVANT Immunotherapeutics, Inc. ("AVANT") (Pharmacia and AVANT are sometimes collectively referred to as the "Parties"), and shall be effective on the date on which it has been executed by both Parties.

#### **WHEREAS:**

1. PHARMACIA owns all right, title, and interest in and to certain intellectual property relating to a CETP vaccine described in (a) U.S. Application Serial No. 08/788,882 filed January 21, 1997, (b) U.S. Application Serial No. 08/785,997 filed January 21, 1997, (c) U.S. Application Serial No. 09/386,591 filed August 31, 1999, (d) U.S. Application Serial No. 09/387,340 filed August 31, 1999, (e) U.S. Application Serial No. 08/934,367 filed September 19, 1997, (f) International (PCT) Application No. PCT/US98/19366, filed September 17, 1998 (publ. No. WO 99/15655) and national phase applications based thereon, and (g) any U.S. or foreign patent applications claiming priority to any of the foregoing patent applications or to which said foregoing applications claim priority (the applications described in (a) through (g) above, and all inventions disclosed therein are hereafter referred to as the "Pharmacia Intellectual Property"); and
2. AVANT desires to acquire and PHARMACIA is willing to assign to AVANT all of PHARMACIA's right, title, and interest in and to the Pharmacia Intellectual Property; all patents that may be granted with respect to the foregoing; all divisionals, continuations, reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of the Pharmacia Intellectual Property.

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged,

PHARMACIA hereby sells, assigns, transfers, and sets over to AVANT, its lawful successors and assigns, PHARMACIA's inventions described in (a) U.S. Application Serial No. 08/788,882 filed January 21, 1997, (b) U.S. Application Serial No. 08/785,997 filed January 21, 1997, (c) U.S. Application Serial No. 09/386,591 filed August 31, 1999, (d) U.S. Application Serial No. 09/387,340 filed August 31, 1999, (e) U.S. Application Serial No. 08/934,367 filed September 19, 1997, (f) International (PCT) Application No. PCT/US98/19366, filed September 17, 1998 (publ. No. WO 99/15655) and any national phase applications based thereon, and (g) any U.S. or foreign patent applications

claiming priority to any of the foregoing patent applications or to which said foregoing applications claim priority.

PHARMACIA hereby covenants that it has the full right to convey the interest assigned by this Assignment, and that it has not executed and will not execute any agreement in conflict with this Assignment.

PHARMACIA hereby represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Pharmacia Intellectual Property in order for the transfer and assignment of any of the Pharmacia Intellectual Property under this Assignment to be legally effective.

PHARMACIA hereby represents and warrants that, to the best of its knowledge, upon consummation of this Assignment, AVANT shall have good and marketable title to the Pharmacia Intellectual Property, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.

PHARMACIA hereby agrees that, from time to time hereafter upon AVANT's request, it will take all action and execute all documents necessary to evidence more fully or to perfect the transfer to AVANT of the ownership interest of the Pharmacia Intellectual Property assigned hereby.

PHARMACIA hereby acknowledges that, from the effective date of this Assignment forward, AVANT has succeeded to all of Pharmacia's right, title, interest, and standing (i) to receive all rights and benefits pertaining to the Pharmacia Intellectual Property; (ii) to institute and prosecute all suits and proceedings; (iii) to take all actions that AVANT, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Pharmacia Intellectual Property, whether arising before or after the effective date of this Assignment; (iv) to defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits; and (v) to do all other such acts and things in relation thereto as AVANT, in its sole discretion, deems advisable.

PHARMACIA hereby authorizes and requests the Director of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the invention(s) described or encompassed by the Pharmacia Intellectual Property to AVANT, its successors and assigns, in accordance with the terms of this Agreement;

This Assignment Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Assignment Agreement has been executed as a sealed instrument by the Parties.

Assignor:  
PHARMACIA CORPORATION

Assignee:  
AVANT IMMUNOTHERAPEUTICS, INC.

By: Michael DuBois  
Michael DuBois

By: Una S. Ryan  
Dr. Una S. Ryan

Title: Sr. Vice President, Global Licensing

Title: President and CEO

Date: February 19, 2003

Date: February 20<sup>th</sup>, 2003

LIBA/1234359.6